

CALVILLO LAW FIRM

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Texas Board of Legal Specialization

TELECOPIER TRANSMISSION FORM/TRANSMITTAL INFORMATION

DATE:	December 28, 2007
SENDER:	Tammy L. Garcia
RECIPIENT: FAX NO.:	Mr. Tom Ossman, CPCU American Service Insurance 847-228-2582

**NO. OF PAGES (INCLUDING THIS COVER
PAGE):**

4

OUR CHARGE NUMBERS

**RE:
OUR FILE NUMBER:**

Cause No. C-3094-07-A; Underwriters MGA, Inc. Vs.
American Service and Avalon Risk Management

Document(s) transmitted: 1) Correspondence dated December 28, 2007 2) Copy of Temporary Restraining Order & Order Setting Hearing for Preliminary Injunction

Comment:

CONFIDENTIALITY

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December 28, 2007

Mr. Tom Ossmann, CPCU
American Service Insurance
150 Northwest Point Blvd.
Elk Grove Village, IL 60007-1018

Via Telecopier: 847.228.2582

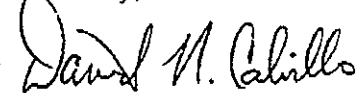
RE: Cause No. C-3094-07-A; Underwriters MGA, Inc. v. American Service Insurance and Avalon Risk Management

Dear Mr. Ossmann:

Enclosed for your reference is a copy of the *Temporary Restraining Order & Order Setting Hearing for Preliminary Injunction* issued by the 92nd District Court of Hidalgo County, Texas in the above-referenced matter.

Thank you for your attention.

Sincerely,



David N. Calvillo

DNC/tbz

Enclosure

Cc: Underwriters MGA, Inc.

Cause No. C-3094-07-A

UNDERWRITERS MGA, INC.	§	IN THE DISTRICT COURT
V.	§	<u>92</u> JUDICIAL DISTRICT
AMERICAN SERVICE INSURANCE	§	
And AVALON RISK MANAGEMENT	§	OF HIDALGO COUNTY, TEXAS

**TEMPORARY RESTRAINING ORDER &
ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION**

After considering Plaintiff's verified application for temporary restraining order, the pleadings, the affidavits, and arguments of counsel, the court finds there is evidence that harm is imminent to Plaintiff, and if the court does not issue the temporary restraining order, Plaintiff will be irreparably injured because it will be unable to fully and completely comply with his professional, contractual, and ethical obligations under its contracts with its consumers.

An ex parte order, without notice to Defendants, was necessary because there was not enough time to give notice to Defendant, hold a hearing, and issue a restraining order before the irreparable injury, loss or damage occurred. Specifically, Defendants may have already interfered with Plaintiff's ability to satisfy their professional, contractual, and ethical obligations.

Therefore, the court restrains, enjoins, and prohibits Defendants, their agents, officers, directors, employees, shareholders, and others acting on its behalf from engaging in any of the following:

- a. Communicating any false or misleading information to consumers-insureds, regulatory authorities, and/or third parties concerning the

insurance policies that derive from the contractual relationship between UMGA and Defendants;

- b. Threatening to or unilaterally undertaking steps to unjustifiably cancel or cause a non-renewal of insurance policies issued by UMGA pursuant to its contract with Defendants;
- c. Communicating any threats calling into question the validity or legal effect of insurance policies issued by or pursuant to its contract with Underwriters MGA, Inc.;
- d. Taking any action in direct contravention of the rights or obligations afforded to Underwriters MGA, Inc. pursuant to the contract executed between the parties, including canceling or terminating the contract;
- e. Preventing or interfering in any way any third party from renewing its contracts for insurance policies with UMGA pursuant to its contract with Defendants.

The Court further Orders the clerk to issue notice to Defendants that the hearing on Plaintiff's application for temporary injunction is set for January 17th, 2008, at 8:30 a.m.. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

The court hereby sets bond at \$ 500⁰⁰.

SIGNED on December 22nd, 2007, at 12:35 a.m.


PRESIDING JUDGE